

4/1/88

**SALE OF CORPORATION, ITS ASSETS
AND
ASSIGNMENT OF NAME**

AGREEMENT made and entered in duplicate this 1ST day of APRIL, 1988 by and between THOMAS AMERICAN STONE & BUILDING PRODUCTS, a Utah corporation, of 4040 South 300 West, Murray, Utah 84107 (hereinafter "Seller") with RICHARD W. WHITE and BRYAN H. OLDFIELD, Joint-Tenants P.O. Box 4, Santee, California, 92071, (hereinafter "Buyer")

R E C I T A L S

WHEREAS, Seller is the fee owner of certain patented mining claims and surrounding real property in Tooele County, Utah, together with appurtenant mining, production, and office facilities and equipment from which is principally mined and produced Aragonite;

WHEREAS, Seller is holder of all stock of Lon Thomas and Associates, formally known as Utah Calcium Enterprises, Inc. a Utah Corporation.

WHEREAS, Seller is willing to sell all of such property, claims, and business assets as more particularly described in Schedules "A" through "C" attached hereto and incorporated by this reference for the consideration recited herein;

WHEREAS, Buyer is willing to purchase such mining and business assets and equipment and corporation as described in this Agreement for the consideration recited;

WHEREAS, both parties agree that the sale is strictly a conveyance by Seller to Buyer of all mining and other business assets and equipment as more particularly described in this Agreement, inclusive of the assignment and sale of the name and corporate entity "Lon Thomas and Associates, formally known as Utah Calcium Enterprises, Inc." from Seller to Buyer. Specifically excluded from the Sale and assignment are all liabilities or obligations of Seller. Also excluded from the conveyance are any "stock" except for stock of Lon Thomas and Associates or other equities of Seller, cash of Seller, accounts payable of Seller, accounts receivable of Seller, and all other debt of Seller;

NOW THEREFORE, the parties mutually covenant and agree as follows:

W I T N E S S E T H

Article 1.0 - Assets Conveyed.

Seller hereby assigns, sells and grants unto Buyer for the consideration and upon the terms recited by this Agreement, all assets mentioned above, but not limited to, mining claims,

mineral reserves, mine, mill, land, buildings, leases, marketing rights, product names, mineral permits, licenses, office and mining equipment, water rights, technical and business records, and any technology currently employed inclusive of trademarks, copyrights, and patents as such may exist, together with all good will and other tangible and intangible assets necessary to continue to operate the Aragonite property at Aragonite, Utah. (This conveyance agreement specifically excludes all stock or other equities of Seller, cash on hand, bank accounts, accounts receivable, accounts payable, and other debt which shall remain the sole and exclusive property of the Seller; any base obligation transferred herein.)

A listing of the property and assets conveyed is more particularly set-out in Schedules "A" through "C" described as follows and hereinafter sometimes collectively referred to as the "subject property":

1.1 Schedule "A" shall be a listing of all real property assets being purchased and appurtenant fixtures or buildings.

1.2 Schedule "B" is a listing of all other tangible property, equipment, reserves, and material.

1.3 Schedule "C" includes all other intangible assets and rights.

1.4 Seller also specifically sets over and assigns by this Agreement the exclusive right to the use of its present name "Utah Calcium Enterprises, Inc." or any reasonable derivation thereof. A separate name assignment, which may be employed for recording or other purposes, is attached hereto and incorporated by this reference as Schedule "E".

Article 2.0 - Consideration.

The purchase price of the assets identified in Article I shall be the total amount of ONE MILLION DOLLARS (\$1,000,000.00). FIFTY THOUSAND DOLLARS (\$50,000.00) in cash will be payable by Buyer to Seller at signing. The balance of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00) shall be payable as follows:

ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per year for four (4) years payable in Rock Products, F.O.B. Aragonite, at thirty-three percent (33%) off 1986 Utah Calcium price list. Remaining balance of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00) is due and payable in cash or certified funds on October 31, 1992.

Article 3.0 - Closing.

Both Buyer and Seller agree that the closing for the sale of assets shall be held on a date mutually agreeable for Buyer and Seller and not later than the _____ day of _____, 1987. The closing will occur at the offices of legal counsel for Seller, Hanson, Epperson & Smith, 175 South West Temple,

Suite 650, Salt Lake City, Utah 84101 on the date and time designated by Buyer and Seller in accordance with this paragraph. The duties and responsibilities of each part at the time of closing shall be as follows:

3.1 Responsibilities of Seller:

(a) Seller shall deliver to Buyer a Warranty Deed for the subject fee property, together with a policy of title insurance for such fee property in the sum of ONE MILLION DOLLARS (\$1,000,000.00).

(b) Seller shall deliver to Buyer a Bill of Sale for all other assets being conveyed pursuant to this Agreement as described in Schedules "B" and "C". Attached to such Bill of Sale shall be a list of all secured creditors of Seller stating the obligations owing on any of the assets conveyed by Buyer to Seller, the amount of such obligation, and the terms of payments. The Bill of Sale shall be held in escrow with a mutually acceptable escrow agent until the purchase price is paid in full.

(c) Seller shall provide to Buyer all licenses, mineral permits, water rights, and like intangible assets, together with a written assignment of such rights or permits to Buyer. The assignments shall be placed in escrow as provided above.

3.2 Responsibilities of Buyer.

(a) A cash payment of FIFTY THOUSAND DOLLARS (\$50,000.00) in cash or certified funds payable to Seller.

(b) A Trust Deed for the subject real property together with all appurtenant buildings and fixtures to secure the unpaid balance of the purchase agreement of Buyer to Seller under this Agreement. Seller shall designate the trustee for the purposes of such Trust Deed. Such Trust Deed shall recite the unpaid balance of the total purchase price of this Agreement as the secured obligation and shall reference that such obligation is subject to the payment and schedule of payments under this Agreement.

(c) Buyer will provide normal maintenance and care for assets being purchased under this Agreement. Buyer agrees to operate the property on a daily basis in accordance with reasonable standards. Buyer agrees to keep access roads maintained for adequate access to the property and provide insurance - both liability, hazard, fire and theft - on the assets in an amount equal to the remaining balance of the payments. Seller shall be named as a loss payee on all policy obtained pursuant to this Agreement.

(d) Buyer shall execute proper U.C.C. 1 statements for Seller to file with the proper State agency.

(e) Buyer agrees not to sell, pledge, use as security or encumber in any way the assets sold pursuant to this agreement without the prior written consent of the Seller.

Article 4.0 - Warranties of Seller.

4.1 Seller warrants to Buyer at closing that it has fully set-out and disclosed all debts and obligations to creditors of every nature and kind whatsoever in Schedule "D" and has properly designated such obligations as secured obligations to which any transferred assets are subject and all other unsecured obligations which are not assigned or conveyed pursuant to this Agreement. Seller warrants that all assets other than as specifically identified in Schedule "D" are free of all liens, claims, and encumbrances and that their title is free and clear subject only to the terms of this Agreement.

4.2 Seller warrants at closing there will be no outstanding or pending claims for local, state, or federal income, payroll sales, or property taxes, workman's compensation, judgments or pending lawsuits, pending administrative proceedings as to any claims or permits which would render such assignment or conveyance of property permits or intangible assets subject to recall or of diminished value. Seller represents that there may be overlapping mining claims on the property but such claims do not seriously diminish the value of the assets conveyed hereunder.

4.3 Seller warrants at closing all of its licenses, permits, and authority to conduct its current mining activities and other business activities to all levels of government and agencies are presently in good standing and transferable to Buyer without cost or payment other than normal assumption fees, or as specified herein.

4.4 Seller warrants at closing that it has complied with all applicable federal, state, and local laws, statutes, and regulations affecting the property for the operation of its business and is not subject to any fines, penalties, or adverse proceedings at the time of closing.

4.5 Seller warrants at closing that there are no royalties, claims or outstanding obligations as to the property or its products which may be asserted against the assets and property conveyed which have not been fully disclosed to Seller and set-out in the schedules attached hereto. (See Schedule "F")

Article 5.0 - Warranties of Buyer.

5.1 Buyer warrants at closing that it has inspected the subject property, equipment, and all assets subject to this Agreement and agrees to accept the same in their present condition "as is", "where is", without warranty of fitness for a particular purpose, condition, or profitability.

5.2 Buyer warrants to contact all existing trade creditors provided by Seller in Schedule "D" and which are not

being assumed as obligations to secured creditors pursuant to this Agreement within ten (10) days of closing, and to notify them of Buyer's acquisition of the assets of Seller in conformity with the Utah Bulk Sales Act.

5.3 Buyer understands that, except for specific warranties of title recited herein, Sellers convey the foregoing subject property and assets without warranty, expressed or implied, of profitability, success, or of fitness of the premises for the purposes intended. Buyer acknowledges that Seller has made no promise or representation except as set-out by this Agreement.

Article 6.0 - Compliance with Bulk Sales Act.

Buyer shall give notice in compliance with the applicable Bulk Sales Act within the State of Utah to all of those creditors of Seller as set-out in Schedule "D" at least ten (10) days before the closing date. Seller shall provide the list described by Schedule "D" not less than twenty (20) days prior to closing. Seller agrees to fully hold harmless and indemnify Buyer from any liability arising out of the violation of the Bulk Sales Act for failure to give notice to any creditor which was not fully disclosed to Buyer and set-out in Schedule "D" attached and incorporated herein by this reference. Both parties mutually understand and agree that Seller will independently make reasonable efforts to contact such creditors and assure them of

its willingness and desire to continue to fully pay and discharge such obligations which may exist.

Article 7.0 - Indemnity Provisions.

Seller agrees to hold harmless and indemnify Buyer from any and all actual liabilities, claims, causes of action, whether now or hereafter asserted, arising out of or related to the operation of the subject property and business conducted thereon by Seller during the terms of its ownership of such subject property or operation of business activities thereon, prior to the date of closing with the Buyer. The terms of this indemnity shall also include payment by Seller to Buyer of all reasonable costs of defense or litigation which may be incurred incident to actual claims asserted against Buyer and indemnified under this Article. In like manner, Buyer agrees to hold harmless and fully indemnify Seller for any and all actual claims arising out of the ownership of the subject property or operation of business activities thereon or related thereto subsequent to the date of closing and such indemnity will likewise include all reasonable costs of defense or litigation incurred by Seller for which Seller may actually be liable.

Article 8.0 - Continued Assistance of Seller.

Seller agrees to provide reasonable assistance and information to Buyer at Buyer's request related to the operation of the subject property without further charge for six (6)

months subsequent to the date of closing to insure an orderly transition and conduct of operations of Buyer.

Article 9.0 - Seller's Remedy on Default.

Buyers have granted Sellers a security interest on all personal property transferred under this Agreement. Buyers have also transferred Sellers a Trust Deed on the real property to secure performance of all promises contained in this Agreement.

Upon the default of Buyer to any of the terms, conditions or promises contained in this Agreement, Seller shall be entitled to all remedies afforded by law, pursuant to their security interest in the personal property and their Trust Deed interest in the real property. It shall also be a default of the Buyer if he allows any of the following circumstances to happen:

- (1) Insolvency in the Buyer.
- (2) Unauthorized sale of equipment or property without Seller's consent.
- (3) Failure to maintain insurance on all property in question.
- (4) Failure to maintain the property; normal wear and tear excepted.
- (5) The allowance of encumbrances, either consensual or statutory, to be filed against the property.
- (6) Any other act committed by the Buyers which would cause the Sellers to be insecure in their position.

In addition to the remedies provided by law, pursuant to the security interests granted hereunder, Sellers may elect to sue the Buyers for the breach of any term or condition or promise of this Agreement. This election shall not constitute a waiver of any other remedies or rights afforded to the Sellers.

Article 10.0 - Assignment of Name.

It is understood and agreed pursuant to this Agreement that Seller is hereby exclusively and irrevocably assigning to Buyer the right to use the name "Utah Calcium Enterprises, Inc.," or any reasonable derivation of such name, for its business activities. Seller agrees that it will select another non-competitive name for any continued business activities of its corporation and it herewith fully assigns and sets-over the exclusive right to use the name "Utah Calcium Enterprises, Inc." to the Buyer. A separate Assignment of such name, suitable for notice to the Utah Department of Business Regulations and to complete other official notices of assignment, will be delivered by Seller to Buyer at closing, a true and correct copy of which Assignment is attached hereto and incorporated by this reference as Schedule "E".

The parties agree that Seller may use the corporation after filing the appropriate amended article changing the name in whatever way they desire.

Article 11.0 - Certain Relationships of Buyer and
Seller to Third Parties and Non-Competition Covenants

11.1 It is understood and agreed between Buyer and Seller that Buyer will use its best efforts to continue to produce Aragonite from the property for purchase by American Stone, Lon Thomas, or their affiliates subject to subsequent negotiation of terms between the parties.

11.2 In all other regards and for all other proper business purposes, Buyer may represent itself subsequent to the date of closing to be "Utah Calcium Enterprises, Inc." and may use such name either as a d/b/a or may form a subsidiary corporation or other business entity employing such name as it may deem appropriate.

Article 12.0 - Notice.

Any notice which must or may be given pursuant to this Agreement shall be deemed served upon the other party if mailed by certified mail in the U.S. Mail and shall be deemed served five days after post marked if sent to the following addresses:

BUYER:

Richard W. White and Bryan H. Oldfield
P.O. Box 4
Santee, California 92071

SELLER:

THOMAS AMERICAN STONE AND BUILDING
INC., (or any substitute
name employed by such entity
and notice of which is
delivered to Buyer) at:
4040 South 300 West
Murray, UT 84107

With copy to Legal Counsel:

Theodore E. Kanell
HANSON, EPPERSON & SMITH
175 South West Temple, Suite 650
Salt Lake City, UT 84101

Article 13.0 - Miscellaneous.

13.1 Each of the undersigned executive officers
for the respective corporations represent that they have been
duly authorized to enter into and execute this Agreement pursuant
to resolution of their Board of Directors.

13.2 This Agreement shall be binding upon the
assigns, affiliates, or successors in interest of either entity
hereto.

13.3 Should any term or provisions of this
Agreement be found void or voidable, the balance shall be given
reasonable construction and applied so far as possible.

13.4 Should any term or provision of this
Agreement require enforcement, the prevailing party shall be
entitled to an award of reasonable attorneys fees incurred
incident to representation in such proceeding, together with
interest at the rate of 12% per annum from the date of default
or breach of any provision of this Agreement resulting in damages
to the other party.

13.5 Time is of the essence in this Agreement.

13.6 This writing, with the Schedules and Security documents, constitutes the entire Agreement between the parties and shall not be modified or extended by parole evidence, but may be amended by a writing attached hereto and entered into by both parties to this Agreement or their successors or assigns.

13.7 All recitals and attached schedules are incorporated as a necessary term or provision of this Agreement.

DATED the day and date first above written.

ATTEST:

THOMAS AMERICAN STONE AND
BUILDING, INC.

Beverly K. Thomas
Corporate Secretary

By: Lon A. Thomas
Its President

Richard W. White
RICHARD W. WHITE

Bryan H. Oldfield by Richard W. White
BRYAN H. OLDFIELD
8 April 1988

POWER OF ATTORNEY

This power of attorney is granted by BRYAN H. OLDFIELD to RICHARD W. WHITE and is effective from April 4th, 1988, through April 15, 1988, for any and all transactions relating to property, minerals, and equipment concerning LON THOMAS, UTAH CALCIUM COMPANY or other entities which identify themselves as related thereto; and is noncancellable during that period; moreover, any action by RICHARD W. WHITE on behalf of BRYAN H. OLDFIELD during the term of this Power of Attorney which gives rise to an obligation which continues beyond the expiration of this Power of Attorney is valid and binding upon BRYAN H. OLDFIELD so long as the obligation is written, signed by RICHARD W. WHITE under this Power of Attorney and a copy so signed is mailed to BRYAN H. OLDFIELD at 225 D Street, Chula Vista, CA 92010 and postmarked within the term of this Power of Attorney.

This Power of Attorney is intended to be valid for any lawful purpose for which a Power of Attorney may be granted, including without limitation matters relating to real or personal property. As such, I, BRYAN H. OLDFIELD, hereby grant, convey and declare that I am appointing RICHARD W. WHITE as my Attorney-in-Fact, with all powers necessary to act in my behalf as if I myself were, so acting, to convey title, execute documents, encumber property, and to transfer or assign interests without limitation other than as set forth herein.

This Power of Attorney is executed in EL CAJON, California, on April 4th, 1988, before a Notary Public as more fully evidenced herein.

4/4/88

Bryan H. Oldfield

CAT. NO. NN00627
TO 1944 CA (9-84)

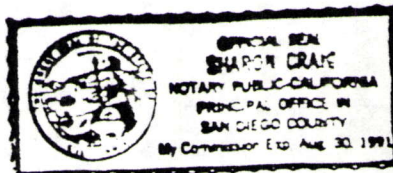
TICOR TITLE INSURANCE

(Individual)

STATE OF CALIFORNIA
COUNTY OF San Diego } ss.

On April 4, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan H. Oldfield

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.



(This area for official notarial seal)

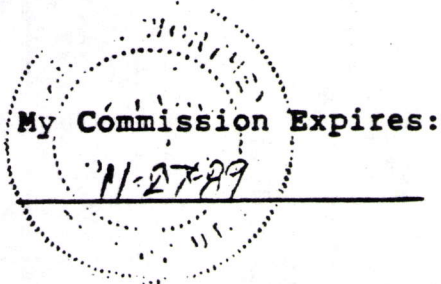
Signature Sharon Craig

STATE OF UTAH)

COUNTY OF SALT LAKE)

: ss.

Personally appeared before me, a Notary Public,
Lon Thomas, who represented he is the President
of Thomas American Stone and Building, Inc., and who executed the
foregoing document in my presence and in the presence of their
respective corporate secretaries on this 1st day of April
 , 1988.



David M. Northen
NOTARY PUBLIC

Residing at: Salt Lake City, Ut.

Addendum to agreement

This addendum is entered into this 1 day of April, 1988.

It is agreed that the balloon payment due in 1992 of \$550,000.00 shall be reduced to \$525,000.00 in exchange for the buyer assuming the obligations on the 1970 huff loader and the 1974 Int. Dump Truck.

Schedule D shall include no exceptions.

The bulk sale section shall be deleted.

A management agreement, offer to sell and purchase order shall be included as exhibits "E", "F" and "G".

There shall be no UCC I on the equipment.

 T. L. White

 For [Signature]

UTAH CALCIUM COMPANY

Management Agreement

Utah Calcium will pay to Lon Thomas as consideration for his production, and management duties, at Aragonite mine, including, production, maintenance, mining, milling, and shipping, the sum of \$5.00 per ton for each ton shipped FOB Aragonite mine. Said payment to be made as funds are received for sale of product (or 60 days after shipment) shipped from stock produced under Lon Thomas' management.

Dated 4-1-88

Lon A. Thomas
Lon A. Thomas

Dated 1 April 88

Rick White
Rick White
Utah Calcium

LEASE BACK AGREEMENT

EXHIBIT "C"

1. WHITE/OLDFIELD WILL LEASE BACK THE OPERATION OF THE MINE/MILL TO LON THOMAS FOR AN INDEFINITE PERIOD OF TIME WHICH MAY BE ^(CANCELLED) LIMITED BY EITHER PARTY UPON 90 DAYS WRITTEN NOTICE TO THE OTHER PARTY.
2. ALL EQUIPMENT ON ACCOMPANYING LIST SHALL BE PLACED AT DISPOSAL OF LON THOMAS, ALL MINERAL IN SITU (STILL IN PLACE) WILL BE MADE AVAILABLE TO LON THOMAS FOR HIS USE. QUALIFIED TO ALLOW WHITE/OLDFIELD TO UTILIZE, I.E. MINE, QUARRY OR OTHERWISE REMOVE ANY MINERAL THAT IS NOT BEING USED OR PLANNED TO BE USED BY LON THOMAS. LON THOMAS SHALL SUBMIT A PLAN FOR ANY AMOUNT TO BE EXTRACTED IN EXCESS OF 300 TONS SAID PLAN SHALL BE SATISFACTORY TO WHITE/OLDFIELD.
3. AN AGREEMENT SHALL BE WRITTEN AND SIGNED BY BOTH PARTIES THAT WILL BIND THE PARTIES TO THE TERMS OF SUCH AN AGREEMENT.
4. ALL COSTS OF PRODUCTION, REPAIR, MAINTENANCE, PAYMENT, SHIPPING, ETC. INCLUDING ALL OVERHEAD, TAXES OR OTHER COSTS SHALL BE BORN BY LON THOMAS EXCEPT AS DESCRIBED FOLLOWING:
REPAIRS TO MINERALS OR MILL
A: MAJOR REPAIRS THAT QUALIFY UNDER IRS. TO BE AMORTIZED OVER A PERIOD OF TIME AND/OR DEPRECIATED OVER A PERIOD OF TIME, WILL BE CONTRIBUTION TO WHITE/OLDFIELD. WHITE/OLDFIELD

2120
1320
SHALL REIMBURSE THOMAS FOR ANY SUCH REQUIRED COSTS ADVANCED BY THOMAS (WHICH THOMAS IS OPERATING ^{OR IN POSSESSION OF} THE MINE/MILL UNDER THIS AGREEMENT) WITHIN NINETY DAYS (90) AFTER WHITE/OLDFIELD TAKE BACK OPERATION OF MINE/MILL - UPON A NINETY DAY NOTICE TO THOMAS.

WHITE/OLDFIELD UNDER ANY OTHER CIRCUMSTANCES SHALL HAVE THE OPTION TO REPAY (SUCH REQUIRED COSTS ADVANCED BY THOMAS) AT ANY TIME OR ADD SUCH COSTS TO THE ORIGINAL PRICE PAID TO THOMAS FOR THE MINE. IN THE EVENT OF THE LATTER OPTION, PAYMENT TO THOMAS WILL BE UNDER THE TERMS OF THE ORIGINAL PURCHASE AGREEMENT FOR THE MINE OR ANY AGREED UPON ALTERATION TO THE ORIGINAL AGREEMENT. SHOULD WHITE/OLDFIELD CHOOSE THE OPTION OF ADDING THE ABOVE DESCRIBED REQUIRED COSTS (BY THOMAS) TO THE PURCHASE PRICE WHITE/OLDFIELD AGREE TO PAY INTEREST TO THOMAS ON ANY SUCH REQUIRED COSTS AT THE RATE OF TEN (10) PERCENT PER ANNUM, SUCH INTEREST TO BECOME DUE AND PAYABLE AT SAME TIME THE REQUIRED COSTS ARE PAID.

NO SUCH REQUIRED COST SHALL BE CHARGED TO WHITE/OLDFIELD EXCEPT WHITE/OLDFIELD SHALL BE NOTIFIED AND AGREE TO SUCH EXPENDITURE

UNDER THE TERMS OF THIS AGREEMENT THOMAS SHALL BEAR FULL RESPONSIBILITY FOR HIS OPERATION OF THE MINE AND SHALL MAINTAIN ANY AND ALL REQUIRED INSURANCES, LICENCES, PERMITS NECESSARY TO HIS OPERATION. FURTHER THOMAS SHALL HOLD HARMLESS WHITE/OUFFIELD FROM THE CONSEQUENCES OF HIS OPERATION AND DEL THIS LEASE BACK AGREEMENT.

IN RETURN FOR THE ABOVE THOMAS AGREES TO CREDIT WHITE/OUFFIELD I.E. TO ~~DEBIT~~ APPLY TO THE 1ST YEAR PAYMENT FROM WHITE/OUFFIELD TO THOMAS (~~ON THE PURCHASE PRICE OF THE MINE~~) THE FOLLOWING DESCRIBED ANNUAL PAYMENT EXTENSION.

IN RETURN FOR THE RIGHT TO LEASE BACK, TO OPERATE, TO EXTRACT TO STOCKPILE, TO HOLD THE LEASED PREMISES MINE/MILL AND MACHINERY, THOMAS AGREES TO DEFER ALL OR A PORTION OF THE FIRST YEAR PAYMENT ON THE PURCHASE PRICE OF THE MINE AS FOLLOWS FOR EACH TWO HUNDRED AND SEVENTY (270) TONS OF PRODUCT, EXTRACTED BY THOMAS, ONE MONTH OF DEFERMENT. SINCE BY ORIGINAL AGREEMENT ON THE PURCHASE WHITE/OUFFIELD WERE TO PAY \$100,000.00 THE FIRST YEAR I.E. APRIL¹⁹⁸⁶ TO APRIL¹⁹⁸⁷ THIS ABOVE NOTED ^{DEFERMENT} EXTENSION OF TIME WOULD BE ADDED TO THE ~~ANNUAL~~ PAYMENT DATE IN APRIL 1989, THEREBY ALLOWING OUFFIELD/WHITE TIME TO PRODUCE A SUFFICIENT QUANTITY OF MATERIAL TO PROVIDE TO THOMAS HIS FULL ANNUAL PAYMENT.

WHITE/CORFIELD SHALL HAVE THE RIGHT TO EXAMINE
PRODUCTION RECORDS AND/OR MEASURE PRODUCT AND
STOCKPILES OF MINERAL FOR THE PURPOSE OF VERIFYING
DEFERMENT & EXTENSION PERIODS.

THOMAS AGREES TO REIMBURSE WHITE/CORFIELD FOR
ANY DAMAGES TO PREMISES, MINE, MILL, MACHINERY
OR EQUIPMENT CHARGEABLE TO THOMAS'S OCCUPATION
AND OR OPERATION OF THE MINE/MILL. THOMAS SHALL
HAVE THE OPTION TO PAY FOR SUCH DAMAGES OR
TO DEDUCT THE AMOUNT OF REIMBURSEMENT OF SUCH
DAMAGES FROM THE ^{ORIGINAL} PURCHASE PRICE ^{WITHIN THE} NEXT
SUCCEEDING YEARS ANNUAL PAYMENT. THOMAS

AGREES TO OCCUPY AND OR OPERATE THE PREVIOUSLY
DESCRIBED PREMISES ^{AS REQUIRED} IN KEEPING WITH ALL LAWS
AND ORDINANCES APPLICABLE.

ALL EXISTING MATERIAL LAYING LOOSE, DESCRIBED AS
WASTE, OR FINISHED PRODUCT THAT HAS BEEN PREVIOUSLY
EXTRACTED AND/OR PROCESSED ~~IS~~ IS THE PROPERTY
OF WHITE/CORFIELD AND IF USED BY THOMAS WILL
BE CHARGED PER THE ORIGINAL AGREEMENT TO THE
ACCOUNT OF THOMAS.

THOMAS SHALL BE ALLOWED TO MAINTAIN A STOCKPILE
AT MILL SITE

WHITE/CORFIELD SHALL HAVE THE RIGHT TO PURCHASE FROM
THOMAS ANY MINERAL OR FINISHED PRODUCT AT THE SAME
PRICES THOMAS NOW CAN PURCHASE PRODUCT FROM THE MARKET

THIS AGREEMENT SHALL NOT EXTEND
1311D MORE THAN ONE (1) YEAR FROM THIS DATE
AUGUST 4, 1988. FURTHER ALL TERMS MUST
BE MET IN FULL BY THE PARTIES OR THE
AGREEMENT BECOMES VOID, AND IF WHITE/OFFICER
FAIL TO PAY ACCORDING TO THE ORIGINAL PURCHASE
AGREEMENT OR THIS MODIFYING AGREEMENT THE
MINE REVERTS TO CON THOMAS.

Con Thomas 8-4-88

Bryan H. Offield 8-4-88
Bryan H. Offield 8-4-88

ADDED TO THIS AND INCLUDED IN THIS AGREEMENT ARE ^{BAC}
FOUR MORE PAGES. PAGE NUMBERS 6, 7, 8, 9. THESE ^{BAC}
PAGES ARE TWO LETTERS ONE DESCRIBED AS A "LETTER OF
INTENT" ANOTHER DESCRIBED AS "LETTER OF INTENT ON -
CHANGING OWNERSHIP."

II

MR. LON THOMAS

BHC

AUGUST 8, 1988

DEAR LON:

THIS IS A LETTER OF INTERIM AGREEMENT TO COVER A PERIOD OF TIME BETWEEN THE DATE OF THIS LETTER AND THE FINALIZING OF A LEASE BACK AGREEMENT.

IT IS THE INTENT OF THE PARTIES HERE TO, (1) LON THOMAS AND R.W. WHITE/BRYAN H. OULFIELD TO ALLOW FOR LON THOMAS TO LEASE BACK AND IMMEDIATELY BEGIN MINING + PROCESSING OPERATIONS ON THE MINE COMMONLY KNOWN AS ARACINITE MINE (A MINE/MILL OPERATION APPROXIMATELY 65 MILES WEST OF SALT LAKE CITY, UTAH BEING APPROXIMATELY 2-4 MILES OFF OF I-80 HIWAY). THE INTENT IS TO ALLOW THE OPERATION OF THE MINE/MILL BASED ON A HAND WRITTEN AGREEMENT KNOWN AS "OUTLINE OF LEASE BACK AGREEMENT" BASICALLY AGREED TO BY THE PARTIES ON DEC 1st 1988, WHILE LON THOMAS' ATTORNEY PREPARES A MORE APPROPRIATELY LEGAL DOCUMENT TO REPLACE THE ORIGINAL. ANY CHANGES TO THE ORIGINAL "LEASE BACK AGREEMENT" MENTIONED ABOVE WILL BE ALLOWED UPON MUTUAL CONSENT OF THE PARTIES HERE TO.

BHO

BHO

WHITE AND OLDFIELD HEREBY AGREE TO
ALLOW LON THOMAS TO IMMEDIATELY ENTER INTO
AND OPERATE THE MINE/MILL ON THE BASIS OF
THIS LETTER.

Yours Truly

AGREED: Bryan H. Oldfield FOR WHITE/OLDFIELD

BRYAN H. OLDFIELD

I.E. R. W. WHITE & BRYAN H.

DATE: AUGUST 4, 1988

OLDFIELD

AGREED:

DATE

LON THOMAS

ADDENDUM: IT IS THE INTENT OF BOTH THE ABOVE PARTIES
THAT A TRANSFER OF THE MINE/MILL (ARAGONITE MINE) FROM
WHITE/OLDFIELD TO LON THOMAS WILL CONTAIN LANGUAGE PROVIDED
TO WHITE/OLDFIELD ALL OF THE TERMS CONTAINED IN THE "LEASE
BACK AGREEMENT" BUT THAT SAID "LEASE BACK AGREEMENT" BE
CANCELLED OUT UPON THE TRANSFER OF SAID MINE/MILL
POSSESSSION ~~BEING~~ INTO THE HANDS OF LON THOMAS

THIS AGREEMENT

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LETTER OF INTENT ON CHANGING OWNERSHIP

MASSACHUSETTS

Pages 8 of 9

Page

August 8, 1988

Mr. (or Thomas

Dear Sir:

THIS IS A LETTER OF INTENT TO ENTER INTO AN
ARRANGEMENT AS DISCUSSED YESTERDAY AND
TODAY CONCERNING THE MASSACHUSETTS
AND PROPERTY.

THE BASIC INTENT IS TO PLACE THE MASS/MILL
BACK IN YOUR HANDS TO ALLEVIATE A POTENTIAL
FINANCIAL BURDEN OF YOURS, PROVIDING WHITE/OLD
THE RIGHT AT THEIR OPTION TO TAKE BACK THE
MASS/MILL AT SOME LATER DATE AFTER
YOUR FINANCIAL BURDEN CAN BE ELIMINATED.

WHITE/OLD FIELD WANT TO BE RETURNED TO THEIR

POSITION AS OF THE ABOVE DATE, INCLUDING THE

ORIGINAL PURCHASE AGREEMENT TERMS AND THE

BASIC TERMS OF THE "LEASE BACK AGREEMENT" AS

WE DISCUSSED (AND PROVIDED TO YOU HANDS/WHITE) ON AUG 3,

1988 CANY MODIFIED BY MURKIN AGREEMENT.

WHITE/OLD FIELD WILL TAKE ACTION TO EFFECTUATE THE

ABOVE INTENT, BUT DESIRE TO DO IT AS FHE DOWNSIDE

AS POSSIBLE AND STILL ALLOW YOU TO RETIRE YOUR CLASS

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FURTHER IT IS THE INTENT OF WHITE/OLD FELD ^{3/10}
TO TAKE CARE OF THEIR OWN DEBTS. THUS ANY
PAYMENTS OR MAJOR REPAIRS TO EQUIPMENT THAT
ARE CHARGEABLE STRICTLY TO WHITE/OLD FELD WILL
BE REIMBURSED TO LON THOMAS AT THE TIME
WHITE/OLD FELD TAKE THE OPTIONED PROPERTY BACK
FROM THOMAS. HOWEVER, IF THOMAS USES
MACHINERY SUCH PAYMENTS AND OR MAJOR REPAIRS WILL
BE PROVIDED TO LON THOMAS ACCOUNT WHILE IN HIS
POSSESSION AND USE.

AFTER TAKING BACK OWNERSHIP
OF THE MINE/MILL

WHITE/OLD FELD DESIRE NINETY DAYS IN WHICH TO
REIMBURSE THOMAS FOR SUCH EXPENSE OR THE
RIGHT TO ADD SAME TO THE PURCHASE PRICE OF
THE MINE/MILL (ARAGONITE MINE) THIS REIMBURSING
THOMAS IN THE PAY OFF OF THE PURCHASE PRICE.

WE, WHITE/OLD FELD AGREE TO THE FOREGOING.

Bryan H. Oldfeld for WHITE/OLD FELD

BRYAN H. OLDFELD

DATE AUG 4, 1988

I AGREE TO THE FOREGOING

DATE AUG 4 1988

LON THOMAS